

Bidding Requirements, Contract Forms and Conditions of the Contract

UNIT PRICE BID FORM

Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the City of Austin, Texas:

Solicitation No.:	CLMC831
Project:	Bryker Road Water and Wastewater Replacements
CIP ID No.:	2231.334

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

General Improvements

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
101S-B	25	100 FT STA	Preparing Right-of-Way	\$ 500 ⁻	\$ 12,500 ⁰⁰
210S-A	700	CY	Flexible Base.	\$ 50 ⁻	\$ 35,000 ⁰⁰
315S-A	11,500	SY	Surface Milling (2 inch)	\$ 11 ⁻	\$ 126,500 ⁰⁰
340S-B	11,500	SY	Hot Mix Asphaltic Concrete Pavement, 2-inches, Type D.	\$ 55 ⁻	\$ 632,500 ⁰⁰
430S-A	20	LF	P.C. Concrete Curb and Gutter (Excavation)	\$ 100 ⁻	\$ 2,000 ⁰⁰
509S-1	7,550	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 2 ⁻	\$ 15,100 ⁰⁰
610S-A	1,000	LF	Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)	\$ 40 ⁻	\$ 40,000 ⁰⁰
642S	4,740	LF	Silt Fence for Erosion Control	\$ 3 ⁻	\$ 14,220 ⁰⁰
700S-TM	1	LS	Total Mobilization Payment	\$ 37,000 ⁻	\$ 37,000 ⁰⁰
703	2,500	LF	Safety Fencing	\$ 40 ⁻	\$ 100,000 ⁰⁰
802S-B	2	EA	C.I.P. Project Signs	\$ 900 ⁻	\$ 1,800 ⁰⁰
803S-CD	270	CALENDAR DAY	Barricades, Signs, and Traffic Handling	\$ 100 ⁻	\$ 27,000 ⁰⁰
Subtotal General Improvements				\$	\$ 1,043,620 ⁰⁰

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Water Improvements

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
510-AW-WS	950	LF	Pipe, 2-inch Dia. Copper water service line (all depths) from water main to service connection.	\$ 60 ⁻	\$ 57,000 ⁰⁰
510-AW-8 Dia.	2,630	LF	Pipe, 8-inch Dia. PVC C900 DR 14 restrained water line (all depths), including Excavation and Backfill.	\$ 80 ⁻	\$ 210,400 ⁰⁰
510-AWRJ-6 Dia.	80	LF	Factory Restrained Joint Pipe, 6" Dia., Class Ductile Iron (all depths) including Excavation and Backfill	\$ 95 ⁻	\$ 7,600 ⁰⁰
510-BW2x1.5	46	EA	Connecting New 2" Service to Existing Private Service (2" Dia. New Service to 1.5" Dia. Private Service)	\$ 2,000 ⁻	\$ 92,000 ⁰⁰
510-KW	2	Tons	Ductile Iron Fittings	\$ 8,000 ⁻	\$ 16,000 ⁰⁰
511S-A6	3	EA	Valves, Metal-Seated Gate Type, 6-inch Diameter	\$ 1,200 ⁻	\$ 3,600 ⁰⁰
511S-A8	15	EA	Valves, Metal-Seated Gate Type, 8-inch Diameter	\$ 1,850 ⁻	\$ 27,750 ⁰⁰
511S-A12	1	EA	Valves, Resilient-Seated Gate Type, 12-inch Diameter	\$ 2,500 ⁻	\$ 2,500 ⁰⁰
511S-B	2	EA	Fire Hydrants (See Standard No. 511S-17)	\$ 4,500 ⁻	\$ 9,000 ⁰⁰
511S-F	1	EA	Automatic Combination Air/Vacuum Release Valve Assembly, 1" Diameter	\$ 5,000 ⁻	\$ 5,000 ⁰⁰
Subtotal Water Improvements				\$	\$ 430,850⁰⁰

Wastewater Improvements

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
401S-E	11	CY	Cement Stabilized Sand Backfill	\$ 250 ⁻	\$ 2,750 ⁰⁰
506S D4	2	EA	Drop Manhole w/ Pre-Cast Base, 4' Diameter	\$ 9,000 ⁻	\$ 18,000 ⁰⁰
506S M4	8	EA	Standard Pre-cast Manhole w/ Pre-Cast Base, 4' Dia.	\$ 8,000 ⁻	\$ 64,000 ⁰⁰
506S AB4	6	EA	Removal of existing manholes	\$ 2,500 ⁻	\$ 15,000 ⁰⁰
506S EDM4	10	LVF	Extra Depth of Manhole, 4' Dia.	\$ 500 ⁻	\$ 5,000 ⁰⁰
510-AWW-6	1,120	LF	Pipe, 6-inch Dia. PVC SDR 26 sanitary sewer (all depths) from main to service line, including Excavation and Backfill.	\$ 85 ⁻	\$ 95,200 ⁰⁰
510-AWW-8 Dia.	1,680	LF	Pipe, 8-inch Dia. PVC SDR 26 sanitary sewer (all depths), including Excavation and Backfill.	\$ 95 ⁻	\$ 159,600 ⁰⁰
510-AWW-8 Dia. REM	1,090	LF	Pipe, 8-inch Dia. PVC SDR 26 sanitary sewer (all depths), including existing pipe removal, including Excavation and Backfill.	\$ 100 ⁻	\$ 109,000 ⁰⁰

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Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
510-AWW-18 Dia.	18	LF	Pipe, 18-inch Dia. Steel Encasement for sanitary sewer (all depths), including Excavation and Backfill	\$ 250 ⁻	\$ 4,500 ⁰²
510-BWW6x6	50	EA	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	\$ 3000 ⁻	\$ 150,000 ⁰²
SP510-AB6	12	CY	Grout, Abandonment of Existing 6-in Wastewater Line, Complete in Place	\$ 700 ⁻	\$ 8400 ⁰²
Subtotal Wastewater Improvements				\$	\$ 163,450 ⁰²

Subtotal General Improvements	\$ 1,043,620.00
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Subtotal Water Improvements	\$ 430,850.00
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Subtotal Wastewater Improvements	\$ 163,450.00
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BASE BID	\$ 2,105,920.00
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- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Notes:

1. MINIMUM WAGES: Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

Optional Information on Bid Prices Submitted by Computer Printout: In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must

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contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of one hundred and twenty (120) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or,
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **Two Hundred Seventy (270) Calendar Days**.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within **Ninety (90) Calendar Days** after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to substantially or finally complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally

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agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

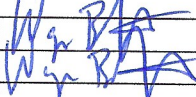
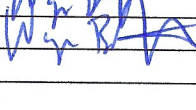
Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **Five hundred sixty dollars (\$560.00) per Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER.

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **Two hundred seventy dollars (\$270.00) per Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	1/5/2021	Received	
Addendum No. 2 dated	1/6/2021	Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder

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further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475):

The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and **Bidder certifies that Bidder is a resident of** TEXAS (Bidder must write in the blank the state of which Bidder is a resident).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed and enclosed the corresponding Bid Documents with the Bid.

WB MBE/WBE Compliance Document

WB One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online

WB Bid Guaranty

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

[Signature]
Corporate Secretary, *if Bidder is a Corporation

tina@canaryconstruction.com
Email for Secretary

CANARY CONSTRUCTION, Inc.
Bidder
Wayne Borstad
Authorized Signature/Print Name

PRESIDENT
Title

1/14/2021
Date
802 N KEALY AVE, SUITE 101
LEWISVILLE, TX 75057
Address

469-464-3823 / 469-464-4233
Telephone Number / FAX Number

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wayne@canaryconstruction.com
Email for Person Signing Bid

shay@canaryconstruction.com
Email for Bidder's Primary Contact Person

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

Project Name:					
CIP ID #:					
IFB #:					
Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total					
Proposal:					
(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the Bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total Bid amount shown will be read as its total Bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.					
Signed: _____					
Title: _____ Date: _____					

END